

General Terms and Conditions of Acceptance for Distance Transactions

§ 1 Scope of Application, Subject Matter of the Contract, Risk Warning

Scope of Application

- (1) The undertaking named in the Online Application ("Merchant") offers its customers the ability to pay for goods and services purchased from it in card-not-present transactions (the ordering of goods and services on the Internet, by post, telephone or facsimile) by means of the agreed payment methods (hereinafter together referred to as "Online Payments" and "Online Payment Methods" respectively). The subject matter of the business relationship between the Merchant and Wirecard Card Solutions Limited ("Wirecard") is the services agreed between the Parties in the Online Application and regarding individual Online Payment Methods, to which these General Terms and Conditions of Acceptance apply. In addition, separate terms and conditions of business ("Special Terms and Conditions"), which include derogations from or additions to these General Terms and Conditions of Acceptance shall apply in each case to the services regarding individual Online Payment Methods as well as to certain, technical services of Wirecard; (the General Terms and Conditions of Acceptance and the respectively agreed Special Terms and Conditions together with the Online Application are hereinafter referred to as the "Contract"). Such Special Terms and Conditions shall be agreed with the Merchant whenever a corresponding mandate is awarded (e.g. in the Online Application). Unless otherwise expressly stated, any references to Clauses refer to these General Terms and Conditions of Acceptance.
- (2) If individual provisions of these General Terms and Conditions of Acceptance conflict with any provisions of additionally agreed Special Terms and Conditions, the provisions of the Special Terms and Conditions shall take precedence to that extent; in all other respects these General Terms and Conditions of Acceptance continue to apply.
- (3) When concluding and performing the Contract the Merchant is acting solely in the exercise of its commercial or self-employed occupational activity. The goods/services to be provided under the Contract may not be used for other purposes.
- (4) There is a 7 day -cooling-off period beginning with the date this Contract is concluded, during which the Merchant may be entitled to cancel this Contract. The Merchant must contact us as soon as possible via email or through the Online Tool in order to cancel the Contract during the cooling-off period. The Merchant may use the template cancellation form (found in Annex 1) although this is not obligatory. Provided the Merchant's cancellation notice is received within the cooling-off period, such cancellation shall take place with immediate effect and without charge, other than in respect of services that the Merchant has already used.
- (5) Wirecard is authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 for the issuing of electronic money (Register number 900051). Its head office is at Grainger Chambers, 3-5 Hood Street, Newcastle-upon-Tyne, NE1 6JQ, United Kingdom.

Relationship with Wirecard Bank

- (6) Wirecard may subcontract the performance of any or all of its obligations under the Contract to Wirecard Bank AG ("Wirecard Bank"). The Merchant expressly agrees to such subcontracting. Notwithstanding any role of Wirecard Bank as a subcontractor of Wirecard, Wirecard Bank is not party to the Contract and the Merchant shall have no rights against Wirecard Bank regarding the subject matter of the Contract.
- (7) If the Merchant holds a bank account with Wirecard Bank which is used in connection with the Services provided by Wirecard to the Merchant under the Contract, any such bank account relationship will be between Wirecard Bank and the Merchant only and shall be subject to separate Terms and Conditions ("Account Terms and Conditions") agreed between the Merchant and Wirecard Bank.

The Merchant's Terms and Conditions

- (8) Any conditions of purchase or other conditions of the Merchant shall apply only to the extent that they do not conflict with the provisions of the Contract. This applies even if Wirecard provides the Merchant with the service without reservation while being aware of the Merchant's conflicting or deviating terms and conditions.

Risk Warning

(9) The Merchant is advised that the acceptance of certain Online Payment Methods involves a particularly high risk of fraudulent use because, for example, a credit card payment may be charged back if the customer demands a refund. Therefore, it is financially tenable to accept such payments only if every effort to prevent fraudulent use is taken. The Merchant bears responsibility for ensuring this as it has the direct contact with the customer and can in each case decide whether, depending on the circumstances of the purchase order, it can accept Online Payments despite the risk of fraudulent use. Accordingly, the risk of fraudulent use lies with the Merchant.

§ 2 Basic Rules for the Relationship between the Merchant and Wirecard

Wirecard's Obligations to Provide Information, Agreement to Derogate from Statutory Provisions

- (1) Wirecard provides the legally required information about the execution of payment transactions and the receipt of payments ("Transaction Information") using an Online Tool in accordance with § 3. If no other agreement has been reached, Wirecard shall make the Transaction Information available to the Merchant at least once per month using the Online Tool.
- (2) If, at the Merchant's request, Wirecard provides information about the execution of payment transactions and the receipt of payments which is, in addition to the Transaction Information, provided more frequently than as specified in § 2 sub-clause (1) above or is transmitted by means of communication other than via the Online Tool, the Merchant agrees Wirecard can charge a fee for doing so. Any such fee imposed shall reasonably correspond to Wirecard's actual costs.
- (3) The Merchant acknowledges and agrees that where the Merchant is not a "micro-enterprise", the following provisions of the UK's Payment Services Regulations 2017 shall not apply:
 - (a) regulations 40 to 62 inclusive;
 - (b) all of regulations 56(1), 73(3) or (4), 75, 77, 79, 80, 83, 91, 92 and 94;
 - (c) a different time period applies for the purposes of regulation 74(1),

where a "micro-enterprise" is an autonomous enterprise whose annual turnover and/or balance sheet does not exceed €2 million and employs fewer than ten (10) people.

The Merchant acknowledges and agrees that it is the Merchant's responsibility to notify Wirecard of any changes to its status as a "micro-enterprise".

Amendments to the Contract

- (4) Wirecard shall notify the Merchant in writing of any amendments to the General Terms and Conditions of Acceptance and/or to the Special Terms and Conditions. If the Merchant has agreed an electronic method of communication with Wirecard (e.g. the Online Tool, cf. § 3) the amendments can be sent by such method of communication. Those amendments shall be deemed to have been accepted by the Merchant and shall take effect on the date stated in the notice (which shall be at least two months after the date of the notice) unless the Merchant raises an objection to Wirecard. Any such objection shall be in writing or using the agreed electronic method of communication and dispatched to Wirecard before the date on which those amendments are due to take effect. Wirecard shall draw the Merchant's attention to the deemed consent in its notification of the amendment(s).
- (5) If the Merchant is offered amendments to the Special Terms and Conditions, the Merchant shall - up until the date that the amendment becomes effective - also have the right to terminate the Contract in part in relation to the service affected by the amendment without notice and free of charge. If the Merchant is offered amendments to these General Terms and Conditions, any notice of objection to those amendments shall also operate to terminate the Contract immediately prior to the amendment becoming effective, free of charge.
- (6) Wirecard shall terminate the Contract immediately either in whole or in part in relation to the services affected by the amendments if the Merchant objects to any such amendment in accordance with § 2 sub-clause (4).
- (7) No verbal side agreements to the Contract have been entered into. The provisions of this Contract, including this requirement of written form, can be amended only in writing.

Authoritative Version of the Contract

- (8) The English language version of the Contract, which shall be provided to the Merchant at any time upon request, shall be the sole



authoritative version and shall be solely binding for the purposes of interpretation. Wirecard may, from time to time prepare versions of this Contract in other languages, which shall be provided to the Merchant on request, but these other language versions shall be provided for assistance only and shall not have any binding or authoritative status.

Confidentiality and Bank Reference

- (9) Wirecard must keep confidential all facts and assessments relating to the Merchant, which it learns, in consequence of this Contract. Wirecard may pass on to third parties such information about the Merchant only if required to do so under applicable law or regulation or the Merchant has consented or Wirecard (itself or through Wirecard Bank) is authorised to provide a bank reference in accordance with sub-clauses (9) to (14).
- (10) A bank reference contains findings and comments about the Merchant's financial situation, its creditworthiness and solvency, which are kept general; details of the amount on account balances or the amount of other assets entrusted to Wirecard and/or Wirecard Bank and/or details about the amount of any loans taken up shall not be stated.
- (11) The Merchant hereby authorises Wirecard (itself or through Wirecard Bank) to provide bank references concerning legal entities and merchants (Kaufleute) registered in the Commercial Register to the extent that the enquiry relates to their business activity. Wirecard shall not, and shall ensure that Wirecard Bank shall not, provide any references if it has been provided with contrary instructions by the Merchant. Wirecard shall, and shall ensure that Wirecard Bank shall, provide bank references about other persons, particularly about associations, only if such other persons have expressly consented either generally or specifically.
- (12) Wirecard shall (itself or through Wirecard Bank) provide bank references only to its own contract partners, other credit institutions for their purposes or for the purposes of their customers and to bodies who are authorised by statute or by reason of a court or administrative order to receive such information. A bank reference shall only be provided to other persons if the person making the request has demonstrated prima facie that he has a legitimate interest in the information requested and if there is no reason to suppose that the Merchant's interests worthy of protection preclude the provision of the information.
- (13) The Merchant hereby revocably authorises the banks stated in the Online Application to provide Wirecard (and if so directed by Wirecard, Wirecard Bank) with a general bank reference and insofar releases such banks from their obligation to maintain banking secrecy. Such authorisation simultaneously applies for all banks where the Merchant maintains a bank account at the time of the request if Wirecard has been notified of such bank account for the purposes of instructions to effect credit entries, direct debits or bank debits.
- (14) Wirecard shall, and shall ensure that Wirecard Bank shall, make use of the above authorisation only in connection with the conclusion and the performance of the Contract.

Confidentiality and Data Protection

- Confidentiality**
- (15) In this Contract, "Confidential Information" means all information or documents, which a Party has received from the other Party (the "Disclosing Party") or otherwise through such Disclosing Party before or after the entry into force of the Contract, and which pertains to the Contract or its terms and conditions (including the sales documentation) or to the Disclosing Party's business, financial situation, products and expectations, processes and methods, customers and employees (particularly company or trade secrets, as well as information about customers, which has not been rendered anonymous) as well as all other information and documents concerning the Disclosing Party.
- (16) Each Party shall treat all Confidential Information as strictly confidential, irrespective of whether the Confidential Information is marked as confidential or not.
- (17) Neither of the Parties shall use or disclose Confidential Information in relation to their respective employees, contract partners or advisers, nor shall they transmit Confidential Information to third parties (particularly affiliated undertakings of the Parties) except if and to the extent necessary to perform their respective rights and obligations arising out of the Contract provided always that Wirecard shall be entitled to transmit:
- (a) transaction and other data to Wirecard Bank and to the payment systems connected with Wirecard's services, e.g. credit card organisations, third-party service providers etc; and

- (b) the transaction details submitted by the Merchant for processing in aggregated form and (as regards customer data) rendered anonymous in accordance with any applicable data protection laws and regulations to other contract partners (including third party service providers); and
- (c) the Merchant's details set out in the Online Application to information agencies set up for the purpose of checking any previous breaches of contract in relation to other service providers or in the event of any breach of contract, which entitles Wirecard to terminate the Contract, and to do so for such purpose in accordance with the provisions of the Contract and in accordance with applicable laws and regulations.

Before transmitting Confidential Information the Parties shall inform every recipient of Confidential Information of its confidential nature and shall oblige every recipient to comply with obligations to maintain confidentiality which are equally strict as the obligations set out in the Contract.

- (18) The obligation to maintain confidentiality shall not apply to Confidential Information to the extent that such information:
- (a) may be published by reason of an express contractual agreement between the Parties and/or by reason of the written consent of the Party concerned (cf. e.g. § 13 sub-clause (8));
- (b) was already known to the receiving party irrespective of the conclusion or the implementation of the Contract;
- (c) is already generally known or becomes generally known by the receiving party by some means other than by a breach of § 2 sub-clause (16) or § 2 sub-clause (17);
- (d) must be disclosed by one of the Parties by operation of law or by reason of a court or administrative order; or
- (e) the Confidential Information is disclosed to a person, who is under a professional obligation to maintain confidentiality (e.g. tax advisers, lawyers).

In the cases stipulated under letter (d) the Disclosing Party shall - to the extent permitted by law - first immediately notify the other Party of the disclosure ordered so that the other Party can take action for interim relief or other suitable legal remedies.

- (19) Any Confidential Information shall remain the property of the Disclosing Party and may be copied or reproduced only with such Party's prior written consent or to the extent so required in order to implement the Contract. Upon request by the Disclosing Party, the other Party must return or destroy the Confidential Information and its embodiment and must confirm the destruction in writing. There shall be no obligation to return or destroy the Confidential Information if and to the extent that the other Party is legally obliged to retain the documents and data concerned. Furthermore, copies of computer records and computer files, which have been created in the context of an automatic backup, are excluded from the deletion obligation.
- (20) The confidentiality obligations stipulated above shall survive termination or expiry of the Contract.
- (21) Data Protection
- (22) Insofar as Wirecard and Wirecard Bank acquire claims against the Merchant's end customers Wirecard and Wirecard Bank act as a controller within the meaning of Art. 4 (7) General Data Protection Regulation - EU Regulation 2016/679 - (GDPR).
- (23) Regarding alternative payment methods and transaction processing Wirecard will be processor within the meaning of Art. 4 (8) GDPR. This requires for the parties to enter into a Data Processing Agreement (DPA) as set out in Appendix 1.

Limits on the Merchant's Right of Set-Off

- (24) The Merchant can claim a right of set-off against Wirecard's claims only if its claims are undisputed or have become final and absolute.

Objections arising out of the Underlying Transaction

- (25) The Merchant must advise its customers that it is responsible for the delivery of the goods and/or the performance of the services underlying the transactions which the Merchant has presented to Wirecard for processing, and all questions in connection therewith (particularly customer complaints).
- (26) The Merchant must clearly inform its customers of its identity so that the customer can distinguish the Merchant from third parties involved in the processing of the underlying transaction.
- (27) If the Merchant wishes to levy any surcharge for use of a particular payment instrument, the Merchant must at all times ensure it does so in compliance with any applicable laws and regulations in the country in which the Merchant is based, the relevant rules of any Card Scheme (to the extent these do not conflict with applicable laws and regulations) and any Special Terms and Conditions.



- (28) If the Merchant wishes to offer a currency conversion service before the initiation of the payment transaction with the customer (commonly referred to as "dynamic currency conversion"), the Merchant must disclose to the customer all charges as well as the exchange rate to be used for converting the payment transaction.

Notice regarding Acceptance / Copyrights

- (29) The Merchant may use logos, trade marks or distinctive signs of Wirecard and – depending on which Special Terms and Conditions the Parties have additionally agreed – as the case may be of any of the card organisation ("Card Scheme") or any of the payment instruments, particularly the designations "Visa" and "Visa Electron" protected by trade mark (hereinafter together "Logos/Marks"), for advertising purposes only with the prior written consent of Wirecard unless it is otherwise entitled to do so. The Merchant must comply with Wirecard's respective requirements (e.g. by reason of any specifications, on which the Contract may, as the case may be, be based). The Logos/Marks may not be used in any manner which impairs the interests of any Card Scheme. This includes giving the impression that any Card Scheme renders or supports the Merchant's goods and/or services. Use of the Logos/Marks must be discontinued, and corresponding distinctive signs at the Merchant's premises and/or on its website must be removed promptly after termination of the Contract.

Engaging Third Parties

- (30) If one of the Parties uses third parties for rendering services it shall be responsible towards the other Party for all acts, mistakes or omissions of the third party in the same way as it is for its own acts and omissions. The Merchant is not entitled to engage or otherwise use third parties to perform the obligations incumbent upon the Merchant by reason of the Contract without the prior written consent of Wirecard. Wirecard shall refuse consent only if there is good cause. Wirecard has the right to engage third parties to perform its contractual obligations.

Business Day

- (31) A Business Day is any day on which Wirecard and, as the case may be, the payment service provider involved in the execution of a payment transaction, maintain the business operations required for executing the payment transactions (hereinafter "Business Day"). Wirecard maintains the business operations required for executing payment transactions on all working days except that business operations may not be maintained at all or only on a restricted basis on any or all of the following:
- Saturdays and Sundays;
 - 24, 25, 26 and 31 December and 1 January;
 - all statutory public holidays at the places where Wirecard and/or Wirecard Bank have their registered offices;
 - working days, on which Wirecard and/or Wirecard Bank is closed because of local particularities (e.g. carnival, works meetings or other reasons) and the closure has been announced in good time in advance.

§ 3 Contractual Communication, Online Tool

Contractual Communication

- (1) Unless expressly otherwise agreed in these General Terms and Conditions of Acceptance or in individual Special Terms and Conditions (as is for example the case for notices of termination) or in the Online Application, the Parties agree that they will communicate in the following manner:
- all contractual notices must be made in writing and by post or e-mail; and
 - all other communications are to be made through the online software application which allows communication and the provision of information between Wirecard and the Merchant by remote access (the "Online Tool"), as more particularly described in § 3.
- (2) All communications shall be in either English or German.

Online Tool

- (3) Wirecard may provide the Merchant with information, which is material to the Contract (e.g. Transaction Information, statistics, hereinafter "Material Contractual Information") via the Online Tool. The Material Contractual Information can be downloaded using the Online Tool via a personalised online access in accordance with the more detailed particulars of the provisions below and - if so desired by the Merchant - can be stored in certain file formats on the Merchant's own systems.

- (4) The Merchant undertakes to use the Online Tool regularly through the personalised online access and to check in each case the Material Contractual Information provided by Wirecard through the Online Tool for its correctness and completeness without undue delay. The Merchant must notify Wirecard without undue delay of any objections regarding any incorrect or incomplete entries relating to the Material Contractual Information or other discrepancies. Subject to § 4 sub-clauses (5)-(9) and § 10 sub-clause (6), Material Contractual Information shall be deemed to have been approved if the Merchant does not declare its objection to Wirecard within eight (8) weeks following receipt of the respective Material Contractual Information.

Access to the Online Tool

- (5) Wirecard shall set up personalised individual log-ins for accessing the Online Tool, including personalised passwords, one for each of the Merchant's authorised employees. For this purpose the Merchant shall during the term of the Contract notify Wirecard of the names and - as the case may be, upon request by Wirecard, of additional identification features (e.g. function, address etc.) - of the currently authorised employee(s) designated by the Merchant.
- (6) The Merchant must take all reasonable steps to keep the security features of the Online Tool safe. The Merchant must not set up log-ins for user groups or use log-in details for several employees jointly. The Merchant undertakes not to store any passwords or otherwise record any passwords in writing and not to disclose any passwords to third parties and undertakes to take suitable measures to prevent employees of the Merchant or other persons who act on behalf of the Merchant from doing so. If the Merchant is aware that there is a possible case of fraudulent use or that unauthorised third parties have discovered the passwords or if there is any suspicion of this the Merchant is under a duty to notify Wirecard promptly and to have the passwords concerned promptly blocked or deactivated. The Merchant shall be liable for any loss and damage to the extent that such loss or damage occurs due to any disclosure of the personalized information regarding the log-ins or the log-in details to unauthorised third parties.
- (7) The Merchant is responsible for putting in place the technical connection to the Online Tool which must be via the Online Tool access channels separately notified by Wirecard (e.g. internet address).
- (8) The Merchant must observe the security notes (regarding the Online Tool, including on Wirecard's website), particularly the recommended measures for protecting the hardware and software used by the Merchant for the transactions to be processed under the Contract ("Merchant System").

§ 4 Wirecard's Liability, Services which are not Contractually Owed

General Limits on Liability

- (1) In rendering the services Wirecard's liability to the Merchant for fraud or for death or personal injury resulting from its negligence shall be unlimited.
- (2) Subject to sub-clause (1), Wirecard's liability to the Merchant under this Contract shall be limited to €10,000 per claim.
- (3) Subject to sub-clauses (1) and (2), Wirecard shall not be liable to the Merchant:
- for business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated savings even where Wirecard was aware of the possibility that such loss or damage could occur, which may arise out of or in connection with the Contract; or
 - for any indirect or consequential loss or damage which may arise out of or in connection with the performance or purported performance of or failure in performance of Wirecard's obligations under the Contract; or
 - for any loss or damage of a type which was not reasonably foreseeable when the Contract was concluded, whether or not the possibility of that type of loss or damage was subsequently advised to or otherwise became known, or should have become known, to Wirecard after the date on which the Contract was concluded; or
 - for any claim where the circumstances giving rise to a claim:
 - are due to an unusual and unforeseeable event, outside the reasonable control of Wirecard and the consequences of which could not have been avoided even if all due care had been exercised (such as, for example, force majeure, events of war and acts of God, strike, lockout, traffic disruption, acts of domestic or foreign governmental authorities); or



- (ii) were caused by Wirecard due to its compliance with applicable laws and regulations; or
 - (e) to the extent that the Merchant contributed to the occurrence of any loss by any negligent or intentional action or omission and the Merchant's liability in that instance shall be determined in accordance with the principles of contributing negligence; or
 - (f) for the actions or inactions of any intermediary service provider instructed by Wirecard, and Wirecard's liability in such instance shall be limited to using reasonable care in the selection, appointment and instruction of such intermediary service provider (but not of any third party such provider may use); or
 - (g) for any failure or disruption in the technical infrastructure, including the proper functioning of the technical transmission procedure, devices, cable routes and other technical equipment, which the Merchant uses (e.g. to submit the data records resulting from the payment transactions) if such failure or disruption is due to abnormal and unforeseen circumstances beyond Wirecard's control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
 - (h) for any loss of data and other malfunctions or for damage if such loss of data, other malfunctions and damage is due to the fact that the Merchant does not comply with the stipulations for the delivery of data to Wirecard's processing platform (cf. § 6 sub-clause (10)) pursuant to the interface specifications provided by Wirecard as applicable from time to time and the provisions of the Contract (particularly § 6 sub-clauses (11) et seq.). If data is lost following delivery by the Merchant or by a third party commissioned by the Merchant and upon delivery to Wirecard, Wirecard shall not be liable for that part of the damage that is due to the fact that no proper backup was made by the Merchant or by the third party commissioned by the Merchant on the Merchant's or the third party's own systems prior to transmission – provided that such a backup is permitted under the provisions of the Contract, the applicable statutory provisions and the requirements of the operators of the payment systems underlying the Online Payment Methods (e.g. Card Schemes); or
 - (i) for the following, which are not contractually owed obligations of Wirecard:
 - (i) the connection and data transmission between the Merchant and its customers; Wirecard cannot influence this; the Merchant is responsible for ensuring the requisite transmission security between customers and the Merchant including compliance with applicable data protection provisions as well as specific requirements for individual payment methods (e.g. requirements of the Payment Card Industry Data Security Standard / PCI, as regards this cf. also the information at www.pcisecuritystandards.org) and any other specific requirements for individual Online Payment Methods;
 - (ii) the data transmission within the Merchant's systems or in telecommunications networks of third parties; Wirecard cannot influence the data traffic on the Internet and does not accept any responsibility for the availability and reliability of telecommunications networks of third parties or for transmission errors or alterations to the data to be transmitted in telecommunications networks or systems of third parties;
 - (iii) the provision, servicing, maintenance and, as the case may be, configuration and programming of the hardware and software to be maintained by the Merchant during the term of the Contract in order to ensure fulfilment of the Prerequisites for Connection (as defined in sub-clause (11) below); and/or
 - (iv) the transfer of Wirecard software to the Merchant for storing/using on the Merchant's systems.
- (4) Notwithstanding § 4 sub-clauses (2) and (3), where the Merchant acts as a payer, it may be entitled to a refund from Wirecard of the full amount of any authorised payment transaction initiated by or through the payee, in accordance with Regulation 80 of the Payment Services Regulations 2017.

Liability for unexecuted or incorrectly executed payment transactions

- (5) Wirecard will not be liable to the Merchant if Wirecard executes a payment transaction in accordance with the unique identifier provided by the payer, but where the incorrect unique identifier was provided. Such transactions shall be deemed to be correctly executed by Wirecard and shall not be construed as unexecuted or incorrectly executed payment transactions for which Wirecard may have liability. However, in such circumstances Wirecard will make reasonable efforts to recover the funds involved in the payment transaction and the Merchant agrees Wirecard may charge the Merchant for any such recovery.
- (6) Wirecard's liability for damage incurred by the Merchant due to a unexecuted or incorrectly executed payment transaction or due to a payment order that was not authorised by the Merchant is limited in quantum to the amount of the respective payment transaction plus an amount to restore the Merchant's payment accounts to the state in which it would have been had the defective payment transaction not taken place plus any charges for which the Merchant is responsible and any interest which the Merchant must pay as a consequence of the non-execution or defective execution of the payment transaction.
- (7) Nothing in this Contract shall detract from the Merchant's right to reimbursement under regulation 76 of the Payment Services Regulations 2017 in the event of an unauthorised payment transaction.
- (8) The Merchant is only entitled to redress from Wirecard in respect of an unauthorised, unexecuted or incorrectly executed payment transaction made by Wirecard on the Merchant's behalf if the Merchant notified Wirecard of the unauthorised, unexecuted or incorrectly executed payment transaction without undue delay on becoming aware of that unauthorised, unexecuted or incorrectly executed payment transaction and in any event within thirteen (13) months of the date of the payment transaction. The thirteen (13) month period shall only begin to run if Wirecard has made the Transaction Information available to the Merchant in accordance with terms of this Contract no later than one month from the date of the payment transaction.
- (9) If an instruction is, by reason of its content, typically executed in such a form that Wirecard entrusts the further settlement to a third party, Wirecard fulfils the order by forwarding it to the third party in its own name. This concerns, for example, the obtaining of bank references from other credit institutions. In such cases Wirecard's liability shall be limited to carefully choosing and instructing the third party.

§ 5 The Merchant's Liability, Indemnity

- (1) The Merchant shall be liable for and shall indemnify Wirecard from and against all expenses, costs, claims, obligations or any liability and all other damage or loss arising from any breach by the Merchant of its obligations under the Contract or of applicable laws and regulations. The Merchant shall be liable to Wirecard for the proper fulfilment of its obligations exercising the care of a responsible businessperson.
- (2) Where the Merchant is acting as a payer, it may be liable for up to €50 for any losses incurred in respect of an unauthorised payment transaction, arising from the use of a lost or stolen payment instrument or, where the Merchant has failed to keep personalised security features of the Online Tool safe, or from the misappropriation of the Online Tool. The Merchant will, however, be liable for all such losses where it has acted fraudulently, or has failed (with intent or gross negligence) to comply with its obligation in relation to the Online Tool.

§ 6 The Merchant's Obligations

Notification of Changes

- (1) So that business dealings can be properly processed, the Merchant must notify Wirecard of any changes to its name and its address as well as of any expiration of or change to any power of representation (particularly any power-of-attorney) in relation to Wirecard without undue delay. This duty to notify shall even apply if the power of representation is registered in any public register and the expiration thereof or change thereto is entered in such register.

Clarity of Orders

- (2) Orders from the Merchant to Wirecard must be clear and unambiguous. Instructions which are not clearly formulated may give rise to queries, which may lead to delays. The Merchant must pay particular attention to the correctness and completeness of details it provides on the account to which funds will be settled by Wirecard under the Contract, particularly the correctness and completeness of the unique identifier for the account (such as the



account number and bank sort code or IBAN and BIC) as well as of the currency the Merchant wishes the funds to be settled into or in. Any changes to, confirmations or repetitions of, instructions must be marked as such.

Notification of Unauthorised, Incorrectly Executed or Non-Executed Payment Transactions

- (3) The Merchant must notify Wirecard without undue delay (and in any event within thirteen (13) months of the date of the relevant payment transaction) after discovering an unauthorised, incorrectly executed, or unexecuted payment transaction made by Wirecard on the Merchant's behalf.

Duty to Inform

- (4) The Merchant must provide or make available to Wirecard any information and/or documents reasonably requested by Wirecard in the course of the establishment and performance of this Contract. The Merchant must provide or make such information and documents available promptly fully, correctly and truthfully. The Merchant must notify Wirecard of all changes in such information and documents without being asked to do so and without undue delay in writing, particularly:
- (a) any change to the objects of the business;
 - (b) any change to the type of product range;
 - (c) any disposal or leasing of the business or any other change of ownership;
 - (d) any change of legal form or company name;
 - (e) any change of address or bank details;
 - (f) any change in the Merchant's financial situation;
 - (g) any change to the information, which the Merchant has provided pursuant to applicable anti-money laundering legislation, particularly regarding the beneficial owner and/or for Wirecard's customer due diligence purposes; and
 - (h) any change in the security classification of its e-commerce transactions (non-encrypted, SSL-encrypted, etc.) with customers.

The Merchant shall, without being asked, also provide Wirecard with all other information and documents, which may be of relevance to Wirecard for rendering the services under the terms of the Contract. The Merchant must bear any and all damage that Wirecard suffers as a result of any breach of this duty to notify.

- (5) Upon request by Wirecard the Merchant shall promptly provide Wirecard with extracts of its certified Commercial Register (e.g. in the UK, Companies House, in Germany, the Handelsregister etc) , extracts from other registers, its company books (including the register of shareholdings) trading licences, articles of association/partnership agreement, annual accounts and all information required pursuant to any and all applicable laws and regulations which relate to anti-money laundering and countering terrorist financing combating money laundering and terrorist financing. In addition the Merchant shall promptly provide Wirecard with all other current information and documents requested by Wirecard concerning the Merchant (e.g. regarding the Merchant's financial situation) to a reasonable extent. If documents have been drafted in a language other than German or English, the Merchant shall provide these documents together with a German or English translation, if so demanded by Wirecard a certified translation. The Merchant shall in each case, upon request by Wirecard, provide information about the organisation of its business operation (including security measures) including information, which in Wirecard's judgement has to be provided to third parties (e.g. Card Schemes or operators of other payment systems or payment methods) for the purposes of performing the Contract.

Security

- (6) If the Merchant has reasonable grounds for believing that the customer who uses a payment instrument is not the person authorised to use the payment instrument, or is not the person whose details have been presented for carrying out the transaction, the Merchant must check the customer's authorisation. The Merchant will not accept Online Payment if there is cause to believe that there is a case of fraudulent use. In all other respects, unless otherwise contractually provided, the Merchant is entitled to allow Online Payments either generally or in individual cases.
- (7) The Merchant shall ensure that within its sphere of influence it is not possible for the data input to be manipulated, in particular that any unauthorised use of equipment by employees, other personnel, agents or unauthorised persons is not possible.

Compliance with the Laws, Permits

- (8) The Merchant undertakes to comply strictly with all applicable laws and regulations in the operation of its business; this particularly

applies to compliance with provisions which apply in relation to consumers.

(9) If the Merchant conducts business, which under applicable laws and regulations requires an official authorisation, licence or permit ("permit") (e.g. in relation to certain customer groups such as young people), particularly games of chance, lotteries, betting and suchlike, the Merchant shall prove to Wirecard without undue delay that such permit has been granted (particularly by submitting a certified copy of the notification of the permit), and shall inform Wirecard without undue delay if any such permit is changed, expires, is withdrawn or otherwise loses its validity. The Merchant shall expressly inform potential customers if in certain countries where the Merchant directs its offering no such permit has been issued, or if any such permit changes, expires or is withdrawn or otherwise loses its validity, if the goods/services concerned are prohibited for other reasons or if the Merchant is unclear what the legal situation is. In such cases Wirecard may refuse to process transactions or payouts. Wirecard shall inform the Merchant of any such exclusion in a timely manner and Wirecard shall have no liability to the Merchant or any third party for any loss or damage resulting from the Merchant's failure to hold or maintain the appropriate permit(s). The provisions in individual Special Terms and Conditions on inadmissible goods/services of the Merchant and Wirecard's right not to provide services relating to any such inadmissible goods/services of the Merchant shall remain unaffected.

Technical Connection, Merchant Number

- (10) The Merchant shall ensure that all Online Payments to be processed under the Contract are captured using one of the Merchant's connections to Wirecard's technical platform (hereinafter "Processing Platform"). Wirecard shall process such Online Payments via the Processing Platform in accordance with the provisions of the Contract. The Merchant's connection to the Processing Platform can be made through various interfaces, e.g. front-end (PaymentPage), XML or Batch File Transfer via FTP (together "Interfaces").
- (11) The Merchant undertakes that during the term of the Contract it will program, configure and implement the Merchant System's interfaces in accordance with the relevant interface specifications provided by Wirecard and shall ensure that the Merchant's System fulfils the prerequisites for a connection via the Interfaces to the Processing Platform ("Prerequisites for Connection").
- (12) Wirecard shall make the interface specifications available to the Merchant in a timely manner. The Merchant undertakes to implement all alterations and modifications to, and other developments of, the interface specifications, of which Wirecard notifies the Merchant in writing and in good time, usually at least six (6) weeks before they take effect, and to do so in a timely manner.
- (13) The Merchant is aware and acknowledges that fulfilment of the Prerequisites for Connection by the Merchant is a prerequisite for Wirecard to be able to render its services under the Contract properly.
- (14) Delivery of the transaction details to the Processing Platform is the Merchant's responsibility. The Merchant must ensure that the transaction details, which the Merchant delivers to Wirecard, are correct and complete, are in a readable format which can be (further) processed in accordance with the requirements of the interface specifications, comply with the other technical process requirements prescribed by Wirecard and are delivered or presented stating the Merchant's respective number ("Merchant Number").
- (15) Through the Interfaces the Merchant is given the technical ability and authorisation to access the Processing Platform by means of a telecommunications connection (Internet). However, the Merchant shall have no rights in excess thereof, particularly no rights to the interface information, to the software applications underlying the Processing Platform or to the software.
- (16) The programming work required for a connection to the Processing Platform is not part of the Contract and falls within the Merchant's sphere of sole responsibility. If requested by the Merchant, Wirecard is able to support the Merchant with its connection to the Processing Platform under the terms of a separate agreement and on payment by the Merchant of additional remuneration.
- (17) The Merchant is obliged to handle the communication between it and the customer solely via a connection that is secured against data manipulation (e.g. SSL encryption). The Merchant shall, as far as this is concerned, be personally responsible for ensuring the requisite transmission security between the Merchant and its customers. Such transmission security is not an integral part of the Contract.



Availability of the Processing Platform, Support Service

- (18) Wirecard shall make the Processing Platform available to the Merchant for processing transactions 24/7 with an availability of at least 99% unless otherwise agreed between the Parties. However, Wirecard reserves the right to restrict the availability of the Processing Platform temporarily, either in whole or in part, if it reasonably believes such restriction to be necessary for essential reasons, for example (without limitation) maintenance work, adaptations, changes and additions to the software applications, measures to locate and rectify malfunctions as well as restrictions due to specific risks of fraudulent use ("Essential Interruptions"). Essential Interruptions shall not be counted as part of the 99% availability of the Processing Platform referred to above.
- (19) Wirecard shall not be liable for any faults that occur due to telecommunications or Internet provision when connecting to the Processing Platform (for example as a consequence of all the lines being busy).
- (20) During the term of the Contract Wirecard shall, either itself or through a commissioned third party, undertake the maintenance of the Processing Platform. This does not include the maintenance of any programming which the Merchant has itself undertaken by means of the interface specifications.
- (21) Wirecard may make changes, or have changes made to, the software underlying the Processing Platform (updates and/or new releases) at any time, even without the Merchant's agreement.
- (22) Wirecard shall provide the Merchant with a support service. The service times are Mondays to Fridays (other than on UK national, German national and/or Bavarian bank and/or public holidays) between 08:00 am and 17:00 UK time. The Merchant is obliged to send any queries to the support desk by e-mail to the address support@wirecard.com. Any deviating service times and any response times that may be agreed shall be stipulated in a service level agreement to be concluded separately. The support service shall cover rectification of all faults that arise during proper use of the Processing Platform by means of remote maintenance. The Merchant shall be available to the necessary extent and at the necessary times for rectifying the faults and must comply with and follow Wirecard's advice and instructions aimed at analysing the problem and determining the fault. The Merchant has no right to require that an engineer and/or employees of Wirecard be sent on site.
- (23) Service and/or support services which go beyond Wirecard's warranty obligation, shall be charged to the Merchant separately as individually agreed.
- ### Extent of the Merchant's Rights, Duties of Care
- (24) Wirecard grants the Merchant a limited right to access the Processing Platform in accordance with the Contract; such right is limited in terms of subject matter to the permitted contractual use and application (calling up, displaying and executing the transactions on the Merchant's servers, inspecting, retrieving and storing Material Contractual Information) and is limited in terms of time to the term of the Contract, is non-exclusive and is non-assignable. In particular the Merchant may not sub-license any rights of use unless, by way of exception, Wirecard has expressly consented in advance and in writing to the contractual use by third parties who the Merchant has named in advance. The Merchant is not granted any more far-reaching rights.
- (25) All trademark rights, copyrights and other rights to the Processing Platform and to the Online Tool (as well as to the structure and layout of the Internet pages concerned) and to the underlying software codes/source codes shall remain with Wirecard or the licensors respectively. The Merchant is not permitted to copy or otherwise reproduce, modify, process/edit, reverse engineer or decompile software applications of the Processing Platform, the Online Tool and/or the content thereof and/or the structure and layout of the Internet pages concerned, including the documentation and specifications pertaining thereto or the underlying software codes/source codes, either in whole or in part, or to disclose or make the aforementioned available to third parties or to use the aforementioned in any other way for purposes other than the contractual use without the express prior written consent of Wirecard. Notwithstanding the above the Merchant shall be entitled to copy a code or to translate a code form if this is imperative in order to obtain the necessary information to enable the interoperability of the software with the Merchant System. This shall not apply if the necessary information has already been disclosed to the Merchant or the Merchant does not confine itself merely to obtaining the information for the above-mentioned purposes.
- (26) The Merchant shall not try, either itself or through unauthorised third parties, to retrieve information or data from Wirecard's Processing

Platform or systems without authorisation or to interfere with programs operated by Wirecard, or to have them interfered with or to penetrate any data networks of Wirecard without authorisation.

- (27) The Merchant shall inform Wirecard without undue delay if it learns of any possible infringement of intellectual property rights.
- (28) Upon termination of the Contract the Merchant must cease using the Processing Platform and the Online Tool and must return the interface specifications and other documentation and specifications provided, as well as any and all copies made thereof, to Wirecard or – if it is not possible to return them or it is only possible to return them at an unreasonable cost – must delete or destroy them in a manner that is protected against any reversion of information.

Other Obligations regarding Conduct when Presenting Transactions

- (29) The Merchant must not publish in any way any false or misleading information about its offering and, particularly when offering paid for content on the Internet, must label such content accordingly with notices of charges and not offer it as "free content".
- (30) Unless expressly otherwise agreed in individual Special Terms and Conditions, the Merchant is not entitled:
- to present transactions for charges for services, which are not provided for its own account or are provided by order of a third party, to Wirecard under the Contract;
 - to present transactions from its own services/sale of goods together with transactions of other providers to Wirecard bundled into one transaction or have the aforesaid presented to Wirecard by third parties.

§ 7 The Merchant's Special Obligations in Electronic Commerce

- (1) The Merchant warrants that all information arising out of payment transactions (e.g. payment details, card information including the card number, expiry date and, as the case may be, card security code or account details including account holder) will be transferred in encrypted form using the method required by Wirecard.
- (2) The Merchant's offerings must avoid the impression that Wirecard, any Card Scheme or operator of a payment system or payment method or some other third party are the offerors or dispatchers of the goods or services.
- (3) The Merchant accepts that the internet address provided for the purpose in the Online Application will be indicated on the Merchant's customer's statement (card or account statement).
- (4) The Merchant shall notify Wirecard promptly of other internet addresses of the Merchant, through which Online Payments are to be processed, and such internet addresses may not be used for Online Payments until they have been cleared by Wirecard.
- (5) The Merchant shall clearly point out to its customers at the time when payment is made which internet address will appear on the statement. If such internet address is different from the one where the order was placed, the Merchant will set up a reference or link to the address where the order was placed on the page of the settlement address.
- (6) The Merchant undertakes to comply with all applicable consumer protection laws and regulations, which are relevant to the Merchant's business model, in particular but without limitation the provisions of the EU Consumer Rights Directive as applicable from time to time and of the EU E-Commerce Directive as applicable from time to time and all applicable national legal provisions (particularly laws and regulations governing consumer protection, distance selling and e-commerce) and in each case to state the following details, which allow the Merchant's customer to make an appropriate decision about purchasing the Merchant's services/goods, in a clear, easily accessible and timely manner and in the legally required form, which are to be settled through Online Payments:
- full name and address, registered office, company registration number, place where company register is situated and all further details, which are obligatory under the law of the country in which the Merchant is established;
 - a complete, correct and readable description of the goods/services offered;
 - the terms and conditions of delivery, especially provisions on the right of revocation and right to return goods/services as well as the processing of credit notes as well as - to the extent required - precontractual information;
 - all charges and costs to be paid for the Merchant's goods/services, including the cost of post and packaging as well as taxes and, where applicable, the cost to the customer of using a particular payment instrument;



- (e) the currency in which the goods/services will be invoiced and where the Merchant offers a currency conversion service at the point of sale, all charges as well as the exchange rate to be used for the conversion;
 - (f) a reference to and contact details of the Merchant's customer service desk; and
 - (g) the data protection principles observed by the Merchant for the use of customer data and for transmitting payment details.
- (7) The Merchant undertakes:
- (a) to offer prices only in those currencies, which have been admitted for settlement by Wirecard according to the Online Application;
 - (b) for recurring goods/services, to have a simple way for the customer to terminate online;
 - (c) in the event of any trial use of its pages / services, to inform the customer in good time when the trial use ends, when the obligation to pay commences and the ways in which the customer can terminate; and
 - (d) when the websites of other companies are accessed directly through links to indicate expressly when the Merchant's website is left.
- (8) If the Merchant operates Internet addresses in a language other than German or English the Merchant shall send Wirecard a German or English translation thereof upon request.

§ 8 Retention and Documentation

- (1) The Merchant must retain the following data and documents in electronic or written form for every transaction transmitted to Wirecard:
- (a) in e-commerce all payment details transmitted by the customer (but not the card security code);
 - (b) in the case of distance sales by post or fax, the documents transmitted by the customer;
 - (c) in the case of distance sales by telephone, the date and time of the phone call, the person from whom the instruction to pay was taken, the subject matter of the purchase order and the payment details transmitted by the customer (but not the card security code).

The documentation and retention obligations agreed in individual Special Terms and Conditions (e.g. for direct debits) and further-reaching statutory retention obligations of the Merchant shall remain unaffected thereby.

- (2) In the case of payment using a payment card, the card security code must be deleted after the authorisation request has been made.
- (3) The Merchant must retain the documents and data defined in § 8 sub-clause (1) above for at least eighteen (18) months, calculated from the date of presentment of the transaction unless earlier deletion is mandatory by law. The data and documents must, upon request, be made available to Wirecard for review purposes on paper or in a readable electronic format. If the Merchant does not comply with any such request by Wirecard without undue delay, Wirecard shall have the right to charge back the full invoiced amount.
- (4) The Merchant shall use the information and payment details obtained in connection with the execution of a payment transaction solely for the purpose of performing its contractually owed obligations and shall not pass any such information or data on to unauthorised third parties or otherwise exploit such information.
- (5) The obligations governed in this § 8 shall not apply if and to the extent that the Merchant does not have the corresponding data within its control because of a particular interface that is used (e.g. PaymentPage).
- (6) If the Merchant so requests at any time during the term of this Contract, Wirecard shall provide to the Merchant a copy of this Contract and all information referred to in Schedule 4 of the Payment Services Regulations 2017.
- (7) The obligations governed in this § 8 shall continue to apply in accordance with the above provisions even after termination or expiry of the Contract.

§ 9 Charges, Expenses

Charges

- (1) The charges to be paid by the Merchant for using the services of Wirecard (in particular but without limitation the discount, the transaction charge and the chargeback fees) are set out in the Contract (via the Online Application and the Online Tool). These can be found and accessed at any time via the Online Tool.
- (2) Wirecard's usual charging structure is based on blended merchant service charges which comprise the interchange fee, the scheme

fee and our acquiring fee and, subject to the request made during the Online Application, the Merchant acknowledges and agrees that it will be charged for Wirecard's merchant services as a blended rate. The Merchant can find more detailed information regarding the fees which comprise the merchant service charges via the Online Tool.

- (3) In addition, Wirecard shall be entitled to charge a fee to the Merchant for any additional services provided by Wirecard at the request of the Merchant (e.g. providing copies of statements of account).
- (4) Unless expressly otherwise agreed (e.g. in Special Terms and Conditions) all prices are stated exclusive of statutory value added tax. Insofar as individual services under the business relationship can be provided subject to value added tax Wirecard can opt for value added tax irrespective of whether the Merchant can deduct the amount of value added tax paid as input tax. The Merchant shall be charged the value added tax amount in addition to Wirecard's agreed charges.
- (5) The Merchant recognises that charges in the Contract are assessed prior to the commencement of its term on the basis of information given to Wirecard by the Merchant. If that information proves to be incorrect or there is a reasonably significant change to such information, Wirecard shall, acting reasonably, be entitled to adjust charges during the term of the Contract. Examples include where transaction volumes, the number of transactions, the average turnover, the number of credits and chargebacks are different from what was predicted or when a third party makes amendments to other cost-relevant framework conditions (e.g. amendments made by a Card Scheme to their rules, services and/or charges). Wirecard shall give the Merchant at least two (2) months' notice of any such change and the procedure in § 2 sub-clause (4) shall apply to any changes to charges.
- (6) Notwithstanding sub-clause (5), changes in interest or exchange rates may be applied immediately and without notice to the Merchant where the changes are based on any reference interest or exchange rate, or where the charge is more favourable to the Merchant.

Expenses

- (7) All expenses which Wirecard incurs directly or indirectly in connection with the performance of the Contract (e.g. other agreed settlement charges, fees for foreign transfers and/or transfers to foreign currency accounts, costs due to currency fluctuations, long-distance telephone calls, postage, the processing of chargebacks, costs in connection with the creation, administration, release or realisation of security) must be reimbursed by the Merchant promptly after a corresponding statement of account has been issued to the Merchant by Wirecard.

Charges in the event of Termination by the Merchant

- (8) In the event of termination by the Merchant other than where terminated due to cause (e.g. due to a breach by Wirecard of its obligations under this Contract), any charges already paid will not be refunded pro rata.

§ 10 Payments to the Merchant, Settling of Accounts

Payout

- (1) Wirecard shall pay to the Merchant the amount of sums paid by customers of the Merchant for payment transactions and which the Merchant has presented to Wirecard, less all charges and expenses due in each case pursuant to § 9 as well as less all expenses and compensation payments owed by the Merchant under § 5 and less any refund payable by the Merchant under the Contract or by law, in each case plus any value added tax, which may, as the case may be, apply to such deductions. Such payment shall be made in accordance with the Special Terms and Conditions applicable to the respective individual Online Payment Methods ("Payouts") and shall be without prejudice to any further-reaching rights of set-off that Wirecard may have.
- (2) All credits, Payouts and settlements by Wirecard to the Merchant are made conditionally. Wirecard shall have no payment obligation to the Merchant unless all of the prerequisites for payment out of the corresponding payment sum and agreed in the Contract for the service concerned are met in full or if, pursuant to the provisions of the Contract, a claim to a refund or a right to set-off arises on the part of Wirecard due to the Payout. If Wirecard nevertheless makes Payouts to the Merchant, Wirecard can demand that they be refunded or can offset them against its own payment obligations owed towards the Merchant and offset them against payment obligations owed towards the Merchant under other contracts with the Merchant such as those which may be in place between the



- Merchant and Wirecard Bank and/or any other Wirecard group company. Accordingly, any and all Payouts paid by Wirecard to the Merchant shall be deemed to have been paid subject to chargeback up until the time when Wirecard learns that the respectively agreed prerequisites for payment out have been fulfilled (however no longer than eighteen (18) months from the date of presentation of the respective payment transaction to Wirecard, ("Chargeback Period").
- (3) Wirecard shall make the Payouts available to the Merchant without undue delay after the sum paid by the Merchant's customer has been received into Wirecard's account. Subject to this Contract, Wirecard shall pay the Payouts to such bank account of the Merchant as the Merchant has stipulated in the respective Online Application for the particular Online Payment Method Wirecard is not obliged to account or give the Merchant any interest, profit or other benefits received from the payment sums made available up to and including the date of the Payout.

Settling Accounts, Provision via the Online Tool

- (4) Unless expressly otherwise agreed in the Online Application – (or for individual Online Payment Methods in the Special Terms and Conditions) following the expiry of the individually agreed settlement period the Merchant shall be provided with electronic statements via the Online Tool showing the Payouts made, chargebacks and reverse entries, the charges and disbursements due in accordance with § 9 as well as the expenses to be reimbursed in each case in accordance with sub-clause § 5 and, as the case may be, other items. If presented, payment transactions are credited collectively and Wirecard shall be entitled not to show the individual payment transactions in the statement but instead only the total amount per day and/or per product.
- (5) If the statement prepared by Wirecard shows a negative balance, the Merchant must settle such negative balance immediately following receipt of that statement by the Merchant. All sums included in statements shall be due for payment to Wirecard immediately upon receipt of the statement. If the Merchant has given Wirecard a national direct debit mandate or a SEPA direct debit mandate for this, the settlement shall be effected by direct debit. In all other instances, the Merchant shall settle the negative balance by another means without undue delay.
- (6) Wirecard will provide statements to the Merchant by e-mail or in the Online Tool regularly, but at least once a week, and the Merchant must keep these statements for its records. The Merchant may also request paper statements and Wirecard will charge for the supply of these paper statements at the rate stipulated in Wirecard's price list from time to time. The Merchant must immediately check any and all statements rendered to it and must notify Wirecard of any objections immediately and in accordance with the provisions of sub-clause § 6(3).

§ 11 Security for Wirecard's Claims against the Merchant

The Creation of or Increase in Security

- (1) Wirecard may demand that security be provided for all claims arising out of the acquiring relationship and, more particularly, even if the claims are conditional or limited in time. If the Merchant has assumed responsibility for the liabilities of another of Wirecard's merchants (for example as a guarantor) Wirecard shall have the right to require the Merchant to grant security or increase the value of security granted previously with regard to the debt ensuing from the assumption of liability.
- (2) Unless otherwise provided in the Contract, Wirecard shall allow the Merchant a reasonable period for creating or increasing the security. However, Wirecard retains the right to terminate pursuant to § 12 sub-clause (6)(d) if the Merchant fails to comply with its obligation to create or strengthen security in a timely manner, and it shall give the Merchant advance notice of a decision to terminate (and a chance to remedy the default).

Changes to, and Re-Assessment of, the Risk

- (3) Subject to § 11(4), if Wirecard refrains, whether in whole or in part, from demanding that security be created or increased at a time when claims against the Merchant arise, it may nonetheless also demand security at a later point in time. A prerequisite for this is, however, that circumstances arise or become known, which justify an increased risk assessment of the claims against the Merchant. This can particularly be the case if Wirecard reasonably believes that:
- (a) the Merchant's financial situation has changed for the worse or there is an impending risk that they will change for the worse; or

- (b) the value of existing security has depreciated or there is an impending risk that they will depreciate.

- (4) Wirecard shall have no claim to security if there exists between the parties a pre-existing agreement expressly exempting the Merchant from providing any security or limiting the range of security which may be charged in favour of Wirecard.

- (5) Subject to sub-clause (4), Wirecard reserves the right to reassess the risk and to require corresponding increased security particularly if and to the extent that:

- (a) within a period of two (2) calendar months the average monthly transaction volume exceeds the corresponding monthly forecast set out in the Online Tool or adjusted in connection with an increase in security pursuant to this § 11 sub-clause (5) (a) by more than twenty percent (20%);

- (b) the business described by the Merchant changes in such a way that according to the risk management strategy applied by Wirecard the Merchant falls into a higher risk category (e.g. because of a change in the business model, the product range, the times of delivery or service, the average transaction volume, the average transaction amount and/or the chargeback rate, which increases the risk); or

- (c) Wirecard has good reason for assuming that the Merchant constitutes a risk of fraud or loss.

Agreement of a Lien to the Benefit of Wirecard

- (6) The Merchant and Wirecard are in agreement that Wirecard acquires a lien on the claims to which the Merchant is entitled, or will in future be entitled, against Wirecard under the acquiring relationship (e.g. Payout claims).

- (7) The lien shall serve as additional security for all existing, future and conditional claims, to which Wirecard is entitled against the Merchant under the acquiring relationship. If the Merchant has assumed liability in relation to Wirecard for the liabilities of another of Wirecard's merchants (for example as a guarantor) the lien shall secure the debt ensuing from the assumption of liability, however only with effect from when it is due.

Limits on the Right to Security and the Obligation to Release Security

- (8) Wirecard may assert its right to require the Merchant to grant or increase the value of security given to Wirecard for as long as the realisable value of all security corresponds to the total sum of all claims arising out of the acquiring relationship or under the Contract ("Cover Limit").

- (9) If the realisable value of all security exceeds the Cover Limit over a long term period the Merchant may request that Wirecard releases the whole or part of its security to the extent that the value of that security exceeds the Cover Limit. When selecting the security to be released, Wirecard shall take into account the legitimate interests of the Merchant and of any third party guarantor, who has created security for the liabilities of the Merchant. Within these parameters Wirecard is also under an obligation to carry out the Merchant's mandates for values, which are subject to the lien (for example payment out of payment transactions).

- (10) If a different evaluation from the realisable value has been agreed for a particular security or if a different Cover Limit or a different limit for the release of security has been agreed, such different evaluation/limits shall apply.

The Realisation of Security

- (11) When realising and selecting any security to be realised, Wirecard shall do so at its option but shall take into account the legitimate interests of the Merchant and of any third party guarantor, who has created security for the liabilities of the Merchant.

- (12) If the realisation is subject to value added tax, Wirecard shall issue the Merchant with a credit note for the proceeds, which shall serve as an invoice for delivery of the property acting as security and which complies with the requirements of value added tax law.

§ 12 Term, Termination and Right to Suspend Services

Term, Ordinary Termination

- (1) The Contract shall enter into force upon signature by the Merchant and Wirecard ("Entry into Force"). Initially, it is concluded for a period of one calendar year ("Basic Term"). Notwithstanding the Merchant's cancellation rights under § 1 sub-clause (4), The Contract may be terminated at any time by the Merchant with one (1) month's written notice and Wirecard may terminate the Contract with two (2) months' written notice. If the Contract is partially terminated by one of the Parties in accordance with the above sentence in respect of individual services it shall automatically be extended in accordance with the above sentence with respect to



those services that have not been terminated unless expressly agreed otherwise.

- (2) The rights of termination separately regulated in the General Terms and Conditions of Acceptance and in the agreed Special Terms and Conditions shall remain unaffected.

Wirecard's Right to Suspend Services

- (3) Wirecard shall have the right to suspend provision of the services to the Merchant if:
- (a) the Merchant breaches its obligations under the Contract or there is good cause that entitles Wirecard to terminate the service relationship affected or the Contract without notice; or
 - (b) if Wirecard has reasonable grounds to believe that stopping the use of the Online Tool and/or the provision of the services is necessary due to, for example, security, a suspected unauthorised or fraudulent payment transaction or a significantly increased risk that the Merchant may be unable to fulfil its liability to pay.

Wirecard's right to terminate without notice for good cause remains unaffected.

- (4) If services are to be suspended, Wirecard shall, to the extent permitted by law and regulation, notify the Merchant thereof before suspending the services or immediately afterwards, using the method of communication agreed (cf. § 3).
- (5) If the grounds for suspending services no longer exist, Wirecard shall notify the Merchant thereof without undue delay after learning of this and shall resume provision of the services.

Termination for Good Cause

- (6) Wirecard has the right to terminate the Contract without notice if:
- (a) the Merchant is in the course of winding up or is insolvent or if the Merchant disposes of its assets, its operation or its business, either in whole or in part, outside the ordinary course of business;
 - (b) the Merchant has made incorrect statements about its financial situation and such statements influenced Wirecard's decision to enter into the Contract, a particular Schedule thereto or other operational transactions which comprises a risk for Wirecard or to assume a particular level of risk and set the level of security demanded;
 - (c) there is a considerable worsening of the Merchant's financial situation or of the value of the security provided by the Merchant or there is a threat of such worsening which calls into question the repayment of sums or the performance of other obligations owed to Wirecard even if security provided for this is realised;
 - (d) the Merchant fails to comply with its obligation to provide or increase security in accordance with the Contract within a reasonable period set by Wirecard, or
 - (e) a justified suspension pursuant to sub-clause (3) lasts for more than thirty (30) days; or
 - (f) the Merchant breaches Material Contractual Obligations (particularly but not limited to any of its obligations governed in § 2 sub-clause 0 to sub-clause (31), § 2 sub-clause (29), § 6 sub-clause (4) to (9) and § 7).

This is particularly the case if:

- (i) the Merchant fails to provide information or documents requested by Wirecard, or fails to do so in due time, or conditions imposed by Wirecard are not fulfilled or not fulfilled in due time, or
 - (ii) if the Merchant does not have or no longer has the permits statutorily prescribed for its business operations.
- (7) The Special Terms and Conditions may stipulate further circumstances where Wirecard's individual services, on the basis of which Wirecard has the right to terminate the Contract without notice in whole or in relation to the service concerned.
- (8) Wirecard shall not be obliged to terminate the Contract if there is a ground for termination without notice. Any failure on the part of Wirecard to exercise a right of termination shall not constitute a waiver by Wirecard its right to terminate.
- (9) Wirecard shall have a special right of termination without notice if the proportion of chargebacks arising out of the Merchant's transactions exceeds the limits regulated in the Special Terms and Conditions for the respective payment instrument.
- (10) Wirecard expressly reserves the right to partial termination, particularly with regard to individual services provided under the Contract, individual payment instruments or the acceptance of certain kinds of payment cards.

The Setting of Deadlines, Form of the Notice of Termination, Obligation to Return Property

- (11) Termination by one Party because of a breach of contract shall only be permitted after a reasonable deadline for the respective other Party to remedy the breach has expired to no avail or after a warning notice by the respective other Party has been to no avail unless the setting of such a deadline or warning notice can be dispensed with due to the special circumstances of the case.
- (12) On termination or expiry of the Contract the Merchant shall, upon request by Wirecard, return to Wirecard all documents and data provided to the Merchant and shall in any case remove all references to the payment instruments including the logos of relevant Card Schemes from its business premises, from its websites or other offerings and from other places, unless the Merchant is otherwise authorised to display them.
- (13) Every notice of termination must be in writing (including e-mail) and sent to the address notified in accordance with § 13 sub-clause (12).

§ 13 Other Provisions

Regulatory Obligations and Compliance with Statutory Provisions

- (1) The Merchant acknowledges that the implementation and performance of the Contract and the availment of Wirecard's services may be subject to certain statutory and regulatory requirements and obligations in accordance with applicable laws or regulations ("Regulatory Obligations") and that the Merchant has checked independently whether it is subject to Regulatory Obligations and whether it is able and permitted to conclude the Contract. The Merchant warrants that it will comply with all of the Regulatory Obligations at the time when the Contract is concluded and during its entire term.
- (2) Wirecard shall not assume the Regulatory Obligations of the Merchant and of its affiliated undertakings and is in no way liable for the fulfilment of such Regulatory Obligations by the Merchant and its affiliated undertakings.
- (3) The Merchant acknowledges and expressly declares that it is in agreement that Wirecard may take all actions which Wirecard is obliged to take to fulfil any Regulatory Obligations, even if this may affect the provision of the services under the Contract. Wirecard does not accept any liability for the losses, costs or damage incurred by the Merchant or any of its affiliated undertakings due to or in connection with such actions.
- (4) Wirecard shall make amendments to the Contract in accordance with § 2 sub-clauses (4) et seq. if this is necessary for Wirecard to comply with the Regulatory Obligations.

Transfer of Contract

- (5) Wirecard is entitled to transfer all or any part of the rights and duties under the Contract to a third party to be designated by it ("Transfer of Contract"). Wirecard shall notify the Merchant of the Transfer of Contract in a timely manner, at least two (2) months before it becomes effective or, if prior notice is not possible, as soon as reasonably practicable after the Transfer of Contract has taken place. A Transfer of Contract shall be deemed to have been approved by the Merchant if the Merchant does not raise an objection in writing or using the Online Tool within two (2) months following receipt of the notice. If the Merchant raises an objection, Wirecard shall have the right to terminate the Contract with two (2) weeks' notice within six (6) weeks following receipt of the objection. The Merchant shall have the right to terminate the Contract without notice and without costs before the expiry of two (2) weeks following the date upon which the Transfer of Contract takes effect. Wirecard shall particularly draw the Merchant's attention to this right of termination in its notice of the Transfer of Contract.
- (6) When Wirecard's transfer of all or any of its rights and obligations becomes effective, Wirecard shall withdraw from the Contract and the third party, to whom the rights and obligations have been transferred, shall enter the Contract as the contracting party in lieu of Wirecard.

The Relationship between the Parties, Customer References

- (7) This Contract does not establish any company/partnership in any legal form whatsoever, any association or any joint venture between the Parties.
- (8) Wirecard and any Wirecard group company may name the Merchant as a reference customer in its online and offline, written or oral marketing documents, including its website, brochures, presentations or offerings. Wirecard and any Wirecard group company is entitled to use the Merchant's company name, logos or trademarks and company description for such purposes and to incorporate references to the Merchant's websites in its websites.



- Severability, Entire Agreement, Savings Clause**
- (9) In the event that one of the provisions contained in the Contract now or in the future is or becomes void or unenforceable, this shall not affect the validity of the remaining provisions. This shall also apply in the event of any omissions from the Contract. The Parties undertake to replace the void provision by a valid provision, which comes closest to the economic purpose of the void provision.
- (10) The Online Application, the General Terms and Conditions of Acceptance, the agreed Special Terms and Conditions, the price lists, the description of the services, the Online Tool and the further Schedules to the Contract form an integral part of the Contract. They form the entire agreement between the Parties concerning the subject matter of the Contract and replace all previous agreements or arrangements concerning the subject matter of the Contract.

Limitation Period

- (11) All of the Parties' mutual claims arising out of the Contract shall be time-barred fourteen (14) months after the respective creditor/obligee of the claim learned - or ought to have learned without gross negligence - of the circumstances giving rise to the claim and of who the debtor/obligor is. Sentence 1 does not apply to claims for damages resulting from an intentional or grossly negligent action and does not apply to personal injury (injuries to life, body and health).

Notices

- (12) Unless otherwise provided in the Contract, the Merchant must send all notices or declarations addressed to Wirecard to the following contact details, in order for them to be effective:

Wirecard Card Solutions Ltd.
Postfach 31 01 36
04161 Leipzig
Germany

TELEPHONE: +49 (0) 30 300 11 22-10
EMAIL: support.en@checkoutportal.com

If Wirecard's address changes Wirecard shall notify the Merchant thereof in writing (including by e-mail). Such change shall become effective one (1) week after receipt of any such notice.

- (13) In the event that wirecard needs to contact the Merchant in respect of suspected fraud or any other security threat, it will do so in a manner that it deems to be most secure in the circumstances.

Complaints

- (14) In the first instance, the Merchant shall raise with Wirecard any complaint relating to the services provided under this Contract via the Online Tool. Wirecard shall deal with any complaints in accordance with its complaints procedure, a copy of which is available to the Merchant on request. If Wirecard is not able to resolve such complaint to the Merchant's satisfaction, the Merchant may be able to refer the complaint to the UK's Financial Services Ombudsman who offers a free complaints resolution service to

individuals, micro-enterprises, small charities and trustees of small trusts. The UK's Financial Ombudsman can be contacted:

- (a) On Monday to Friday from 8am to 8pm (UK time) and on Saturday from 9am to 1pm (UK time), by telephone on 0300 123 9123 (from inside the UK) or +44 20 7964 0500 from other countries; or
- (b) By post at Exchange Tower, London E14 9SR; or
- (c) By email: enquiries@financial-ombudsman.org.uk.
- The UK's Financial Ombudsman Service is available in a number of languages and can introduce the Merchant to a translator if required.

Governing Law and Place of Jurisdiction

- (15) The Contract shall be governed by and construed in accordance with English law.
- (16) The place of jurisdiction for all disputes arising out of the Contract shall, to the extent permitted, be the English courts. Wirecard may also sue the Merchant in connection with the Contract at its place of registered office.



APPENDIX 1 DATA PROCESSING AGREEMENT (DPA)

Data Processing on behalf regarding the Contract between the Merchant (Controller) and Wirecard (Processor)

§ 1 Subject Matter and Duration of Data Processing on Behalf

- (1) In the course of the Contract it is necessary for the Processor to process Personal Data of the Controller's customers (Controller Data) for which the Controller functions as the Data Controller in terms of data protection law.
- (2) The subject matter of data processing on behalf of the Controller shall be the processing of electronic payment transactions. The duration of Data Processing on behalf of the Controller shall comprise the term of the Main Agreement within the framework of which these Supplementary Provisions have been concluded.
- (3) Schedule 1 to this Agreement contains a list of which types of Controller Data the Processor the Processor may process in which manner and for what purposes and to which categories of Data Subjects the Controller Data relate.

§ 2 Technical and Organisational Measures

- (1) The Processor will implement and maintain all appropriate technical and organizational security measures within the meaning of Art. 32 GDPR to protect the Controller's Data from Security Incidents and to preserve the security, integrity and confidentiality of such data ("Security Measures"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The Processor agrees to the Security Measures identified at Schedule 2.
- (2) The technical and organisational measures are subject to technical progress and further developments. In this respect, the Processor shall be permitted to further develop any measures taken and/or to replace them by adequate alternatives. In doing so, the degree of protection must not drop below the level of data protection prescribed by statute. Any significant changes shall be documented.

§ 3 Data Subject's Rights

The Processor shall, in accordance with the instructions of the Controller, assist the Controller to the extent possible in responding to requests by data subjects exercising their rights. The Processor shall take the appropriate and necessary technical and organisational measures for this purpose. If data subjects contact the Processor directly for the purpose of exercising their rights with regard to their personal data, the Processor shall forward this request to the Controller. Insofar as the Processor supports the client in fulfilling the claims of the parties concerned, the Controller shall reimburse the Processor for costs and expenses.

§ 4 Obligations of the Processor

- (1) The Processor will only process the personal data on the instructions of the Controller, i.e. the documented order of the Controller directed towards a certain data protection handling (e.g. anonymisation, blocking, deletion, publication) unless the Processor is legally obliged to process the Controller Data in another way; in this case the Processor will inform the Controller of this legal requirement in advance, unless such a communication is prohibited due to an important public interest.
- (2) The Processor warrants that its employees engaged in data processing have been obliged in writing to maintain confidentiality in accordance with Art. 28 para. 3 b) GDPR or are subject to an appropriate statutory duty of confidentiality. Insofar as the Controller is subject to further confidentiality obligations, for example in accordance with professional, criminal or procedural regulations, it shall inform the Processor of this and instructs the Processor and its employees upon request in the application of the confidentiality obligations.
- (3) The technical and organisational measures as defined in Section 2 of this Agreement and in Schedule 2 thereto shall be implemented and complied with. This includes in particular
 - (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the confidentiality, integrity, availability and resilience of the systems and services associated with the processing;
 - (c) the ability to rapidly restore the availability of and access to personal data in the event of a physical or technical incident;
 - (d) a procedure for the regular review, evaluation and evaluation of the effectiveness of technical and organisational measures to ensure security of processing.
- (4) Insofar as there are no procedural considerations to the contrary, the Processor shall inform the Controller about supervisory measures of the competent supervisory authority pursuant to Art. 58 GDPR and about court decisions in connection with Art. 83, 84 GDPR.
- (5) The Processor has appointed a data protection officer and will appoint him to the Controller in writing or by e-mail.
- (6) The Processor shall inform the Controller immediately if it considers that an instruction given by the customer violates statutory regulations. The Processor is entitled to suspend the execution of the relevant instruction(s) until it is confirmed by the Controller or changed into a lawful instruction

§ 5 Establishment of Sub-contractual Relationships

- (1) The Processor may sub-contract parts of the processing to sub-contractors in order to perform the contractual services. At the time the Contract is concluded, the following subcontractor is responsible for providing services relevant to the contract:
- (2) Wirecard Technologies GmbH, Aschheim: Technology service provider of Wirecard Bank AG
- (3) In the case of credit card payment processing, additional services are provided by:
 - (a) Wirecard Processing FC LLC, Dubai
 - (b) SIX Card Solutions, Zurich, SwitzerlandFurthermore, the Processor may make use of the following subcontractors:
 - (c) Wirecard Technologies GmbH
 - (d) Wirecard Issuing Technologies GmbH
 - (e) Wirecard Service Technologies GmbH
 - (f) Wirecard Acceptance Technologies GmbH
- (4) The Controller agrees to the sub-contracting of the aforementioned companies. The Controller is also deemed to have agreed to sub-contract further companies, provided that the obligations of this agreement are passed on to the sub-contractors and at least the same level of protection is maintained.
- (5) If further sub-contractors are involved, the Processor shall inform the Controller upon request. The Controller may only reject the additional sub-contractor if there is a compelling reason under data protection law and this was communicated to the contractor in writing immediately after the information. Services used by the Processor as an ancillary service to assist third parties in the execution of the order are not to be understood as subcontracting relationships within the meaning of this provision. These include telecommunications services, including housing, data transmission and hosting, transport and communications services, cleaning services, and data storage and document disposal.
- (6) The Processor concludes the contracts required under data protection law within the framework of the subcontracting relationships. The Processor is also permitted to process the data outside the EEA in compliance with the provisions of this Contract or to have them processed by sub-contractors if it informs the Controller in advance about the location of the data processing and proves compliance with the technical and organisational measures upon request. This Clause shall apply to any subcontractors. The Controller hereby authorises the Processor, to conclude contracts with subcontractors - necessary to ensure an adequate level of data protection with regard to data transfers. The Processor



may grant sub-authorizations to subcontractors. The Controller shall support the Processor free of charge and to the extent necessary and reasonable in fulfilling the legal requirements for data transfer.

§ 6 Controller's Rights to Monitor

- (1) The Controller must ensure that his Personal Data are processed properly and that the technical and organisational data security measures taken at the Processor's premises are observed. At the Controller's request, the processor will provide evidence of compliance with the technical and organizational documentation such as current certificates, reports or report extracts from independent bodies (e.g. auditors, data protection officers, IT security department, external data protection auditors) or certification by an IT security or data protection audit (e.g. according to PCI-DSS) and/or recognized certifications according to ISO 27001.
- (2) If such evidence is insufficient, the Processor will enable and contribute to the verification, including inspection, of the Controller or an independent external auditor commissioned by the Controller, in particular if, for example, a security incident has occurred and/or an audit, including inspection, is required by law or by a data protection authority.

§ 7 Notification in Case of Infringements by the Processor

The Processor informs the controller immediately if it becomes aware of a violation of the protection of personal data of the Controller. The Processor takes the necessary measures to secure the data and to reduce possible adverse consequences for those affected and immediately consults the Controller.

§ 8 Controller's Responsibility and Authority to Issue Instructions

- (1) The Controller is responsible for the processing of Controller Data by the Processor. The evaluation of the admissibility of the data processing shall be the obligation of the Controller. The Controller shall provide the Processor with the data in due time and in the required quality to ensure that the Processor will be able to render the services.
- (2) The Processor shall process the Controller Data within the framework of the instructions issued by the Controller as stipulated in the Contract.
- (3) The Processor and its sub-contractors may process the data for their own purposes in accordance with data protection law, provided that this is permitted by statute or the data subject's consent. These supplementary provisions shall not be applicable to any such data processing. In any case, the Processor and its sub-contractors may process the data for their own purposes in an anonymised form.
- (4) The Controller shall bear additional costs incurred due to any instructions; the Processor may request an advance payment. The Processor may refuse to carry out any additional or modified data processing if it resulted in any change in the amount of work or if the Controller refused to reimburse the additional costs or to make the advance payment.
- (5) For reasons of traceability, any instructions of the Controller shall be given in writing or in text form (e.g. by e-mail); any oral instruction shall be confirmed in writing or in text form without undue delay.
- (6) If the Processor considers that an instruction given by the Controller infringes Applicable Data Protection Law, the Processor may refuse to execute the instructions until the Controller has confirmed the instruction or has changed it into an instruction that is in accordance with data protection regulations.

§ 9 Deletion of Data and Return of Storage Media

Upon the end of the contractual relationship, the Processor shall be obliged, at the Processor's option, to delete, to block or to return to the Controller any personal data that has been provided to the Processor in connection with the service agreement and has not yet been processed or deleted by then. Any retention obligations, including but not limited to those in accordance with statutes, by-laws, contracts and regulatory instructions shall remain unaffected.

§ 10 Point of Contact for Data Processing and Data Protection Queries

On the part of the Processor: External data protection officer: Dr. Felix Wittern, Fieldfisher (Germany) LLP, Am Sandtorkai 68, 20457 Hamburg, Germany



SCHEDULE 1 DATA PROTECTION – PROCESSING ACTIVITIES

The Personal Data processing activities carried out by Wirecard (or a Wirecard group company) under this Contract may be described as follows:

§ 1 Subject matter of processing

Fulfilling Wirecard's obligations under these General Terms and Conditions of Acceptance towards the Merchant insofar as and for the duration that Wirecard is a processor in accordance with § 2 sub-clause (22).

§ 2 Nature and purpose of processing

Facilitating payments for goods and services purchased by customers from the Merchant in card-not-present transactions in connection with the ordering of goods and services on the Internet, by post, telephone or facsimile.

§ 3 Categories of Personal Data

Transaction data, transaction IDs, payment service account handles, wallet credentials, names, date of birth, e-mail addresses, IP-address, customer address, purchase details and prices.

§ 4 Categories of data subjects

Merchant's customers.



SCHEDULE 2 TECHNICAL AND ORGANISATIONAL MEASURES (TOMs)

Wirecard has taken appropriate measure to ensure an adequate level of security appropriate to the risk. To this end, the Wirecard has taken into account the protection objectives of Art. 32 (1) GDPR, such as the confidentiality, integrity and availability of systems and services and their resilience with regard to the nature, scope, circumstances and purpose of the processing operations. The Data Processor has also implemented a process for regular testing, assessing and evaluation the effectiveness of technical and organizational measures for ensuring the security of the processing.

The measures taken to ensure compliance with the individual controls are explained in more detail below.

Control of access to premises

- All premises of Wirecard have an access system in place based on chip cards. Distinction is made between entries to different areas within the buildings. All employees are provided with chip cards with access rights required for their work. Access rights granted centrally by the Facility Management department are documented, and reviewed by the IT Security department at regular intervals. Visitors must be accompanied when moving inside the office premises and are provided with separate identity cards.
- All entries to Wirecard buildings are monitored by CCTV.
- Access to data centres is subject to stringent regulations. Any access to the data centres requires a separate registration, which also applies to Wirecard employees. The registrations are made by heads of the IT department and in a manner protected against forgery (authenticated).
- Third parties are allowed to enter the data centres only in exceptional cases and must be accompanied by Wirecard employees. Any access is logged in a revision-proof manner. The access logs are reviewed by the IT Security department at regular intervals.
- The data centres are protected against unauthorised access, with security staff being on site 24/7 as well as by CCTV and alarm systems.

Control of access to systems

- All systems at Wirecard are equipped with access control systems.
- Access to systems is personalised for each member of staff at Wirecard. Access is secured by personal passwords, only known the respective employee. The Password Policy requires changing the personal password at regular intervals (depending on the system, periods of 90 days or less have been set) and ensures the quality and complexity of the password by means of specifically defined rules. All rules on the assignment and modification of passwords have been laid down in writing and are in compliance with the binding PCI-DSS regulations.
- The screens of all workstations and all services processing or storing personal data are automatically blocked after 15 minutes of inactivity. De-blocking is only possible using the personal user password by repeated log-in. Moreover, any blocking of the workstation computer when leaving the workstation is regulated by an internal policy in a mandatory manner.

Control of access to data

- The access control is based on a system of roles and rights used to ensure the need-to-know principle of any access to data. Thus, each member of staff has access to precisely such data that he/she needs for his/her daily work.
- The rights required for the employee's respective position have been defined in the form of roles assigned to the employee. Any further individual authorisations have to be released by the IT Security department. Authorisation takes place after consultation with the information owner (as a general rule, the head of the responsible specialist department) and within the framework of the instructions given under data protection law.
- The assignment of rights is documented in a comprehensible manner.
- The role descriptions and the rights assigned are documented and maintained by the responsible departments and are verified on a sample basis at regular intervals (at least once a year) by the IT Security department.
- Administrator access authorisations are only granted after prior internal training. Any administrator access to the systems is recorded in a revision-proof manner in accordance with PCI-DSS regulations.
- The prevention of any unauthorised persons from gaining access to data is guaranteed by installing security updates at regular intervals and in a prompt manner for all third-party applications used; the IT operating systems (OS) are provided with monthly security updates in accordance with PCI-DSS regulations.
- The quality of any applications developed by Wirecard is ensured, prior to implementation, by a comprehensive quality assurance process.
- The systems of Wirecard are secured from Internet traffic by means of a multi-stage firewall concept. All modifications in the firewalls are subject to an internal authorisation process and are verified by the IT Security department. In addition, at least once a year the network configuration and the payment applications accessible from the Internet are reviewed by network and vulnerability scans as prescribed by PCI-DSS.
- Wirecard is operating intrusion detection systems (IDS) and intrusion protection systems (IPS) and 24/7 stand-by duty ensures timely alerts in any case of failure (incidents).
- All workstation computers are equipped with an anti-virus solution which is automatically and continuously updated. Mobile computers (laptops) are equipped with hard disk encryption.



Transmission control

- As a general rule, the exchange and transmission of personal data only take place in encrypted form. Depending on the way in which the data is transferred, SSL-encrypted transmission procedures via HTTPS and SFTP are used. E-mails and files can be encrypted (e.g. PGP encryption for the regular, encrypted exchange of data). In addition, there is a system ensuring the secure one-time transmission of personal data (data room principle).
- When exchanging personal data, encryption is a key issue of the general data protection training courses which are mandatory for each member of staff. All interfaces to external bodies transferring personal data in automated form are secured in accordance with the latest standards, e.g. by SSL encryption.
- All interfaces are documented. The external documentations of the interfaces are available.
- Media inventories and a clean desk policy prevent the unauthorised inspection as well as theft of storage media and documents. As a general rule, storage media and documents containing special personal data are sent by courier service, with the storage media being encrypted.

Input control

- In the event of administrator access, all modifications made to personal data in the systems of Wirecard are recorded by the respective software application or documented on the basis of corresponding processes to ensure that all modifications can be traced back at any time.
- For the purposes of data input and modification, each member of staff has a personal user name for the respective system to ensure that all inputs can be attributed to a specific person.

Job control

- As the data processor, Wirecard is already ensuring by the regulations laid down in the agreement with the respective controller that the legal bases of data processing on behalf are observed.
- When awarding any contracts for data processing on behalf, Wirecard also pays particular attention to compliance with data protection regulations. Before any contracts are awarded, the processors are properly reviewed with regard to technical, financial, data security and legal aspects. The review includes a visit on site, discussions with the company's representatives and background checks using publicly accessible sources. Furthermore, it is ensured that the processor meets the PCI requirements.
- All contractual provisions are reviewed by the data protection officer with respect to their conformity with the GDPR.
- All employees at Wirecard undergo regular training on the latest data protection regulations. In addition, all members of staff are obliged to observe data confidentiality.

Availability control

- Wirecard is operating two data centres at different locations which, in accordance with BSI requirements, are located at least 5 km away from each other to guarantee the highest level of fail-safe operation. Within each data centre, redundancy is built-in for all key system components. The data centres are at least in compliance with the TIER 3 standard of the Uptime Institute and are certified according to ISO 27001 or ISAE 3402; this guarantees appropriate measures to protect them against failures, and the processes tailored to this.
- Backups of all data are created at regular intervals (daily) and are kept at a safe location separated by structural measures, with the requirements of the BSI (also regarding sabotage) being observed.
- All systems are monitored around the clock to ensure that immediate action can be taken in any case of error.

Separation of the processing of data collected for different purposes

- As a service provider, Wirecard processes data for a large number of customers for payment processing in the context of data processing on behalf. Carefully granting access rights ensures that all data will only be processed in accordance with purpose limitation and the instructions given by the controller.
- All relevant data is stored in the databases of Wirecard with a unique customer identification to ensure that unambiguous attribution is possible at any time. At the same time, test data is clearly separated from any productive data.
- In addition, the stringent purpose limitation and separation of processing are ensured through regular training of the employees as well as by regular reviews carried out by the IT Security department.

